UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

PREMIUM PLUS PARTNERS, L.P., individually and on behalf of all others similarly situated,)))
Plaintiff,) Judge Samuel Der-Yeghiayan
v.) No. 04 C 1851
PETER J. DAVIS, JR.,)
JOHN M. YOUNGDAHL,)
GOLDMAN, SACHS & CO.)
(improperly named as GOLDMAN SACHS)
& COMPANY, INC.), STEVEN E.)
NOTHERN, MASSACHUSETTS)
FINANCIAL SERVICES COMPANY,)
)
Defendants.)
)

STIPULATION AND ORDER

WHEREAS, on August 5, 2011, the United States Court of Appeals for the Seventh Circuit affirmed Judge Bucklo's order in *George Tomlinson, et al. v. Goldman, Sachs & Co., et al.*, No. 09-C-1543 ("*Tomlinson*"), dismissing the complaint as time-barred, and affirmed this Court's rulings in *Premium Plus Partners, L.P. v. Goldman, Sachs & Co., et al.*, No. 04-C-1851 ("*Premium*"), denying George Tomlinson's motion to intervene and entering final judgment for Premium Plus Partners, L.P. The Seventh Circuit reversed and returned the case to this Court solely with respect to the calculation of prejudgment interest on the judgment entered for Premium Plus Partners, L.P.

WHEREAS, on November 3, 2011, this Court issued an Order instructing the parties to submit memoranda in support of each party's arguments regarding the proper calculation for an

award of interest. The Court's Order provided that: "Each party is given until December 7, 2011 to file a memorandum regarding an award of interest. Each memorandum should include arguments as to whether simple or compound interest is appropriate and a proposed calculation of interest for both a simple interest award and a compound interest award."

WHEREAS, the parties have met and agreed on an amount for the additional prejudgment interest award.

WHEREAS, the parties believe that in light of this agreement there is no dispute as to the interest award, and therefore no need to submit supporting memoranda.

IT IS HEREBY STIPULATED AND AGREED, by the undersigned attorneys for the Plaintiffs in *Premium* and *Tomlinson*, on the one hand, and Goldman, Sachs & Co., on the other hand, subject to approval of this Court, that:

- 1. Goldman, Sachs & Co. does not contest Plaintiff's calculation of the additional prejudgment interest award of \$44,045;
- 2. Goldman, Sachs & Co. shall pay that amount to Premium Plus Partners, L.P. within 14 days of the entry of this Order;
- 3. Premium Plus Partners, L.P. will not seek post-judgment interest; and
- 4. Each party will bear its own costs, and seek no further appeals in connection with *Premium* and *Tomlinson*.
- 5. This matter is concluded, there being no remaining issues to address.

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Dated: November 30, 2011

Chicago, Illinois

Respectfully submitted,

s/ Anthony F. Fata

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Attorneys for Plaintiffs Premium Plus Partners, L.P., George Tomlinson, Sharon Madsen, Capital Matrix Management, Association Verelst, and Luc Verelst

Attorneys for Defendant Goldman, Sachs & Co.

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated December 7, 2011

Samuel Der-Yeghiayan

UNITED STATES DISTRICT JUDGE